

## ANNEXURE-G

(See sub rule (1) of rule 9)

## AGREEMENT FOR SALE

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This agreement for sale ("Agreement") executed on this Day of \_\_\_\_\_, 2021

**By and Between**

**SRI OM PRAKASH SINGH** Son of Late Doman Singh, by faith – Hindu, by Caste – Rajput, by occupation – \_\_\_\_\_, resident of Patratoli, Bargawan, Namkum, Ranchi District Ranchi in the State of Jharkhand (hereinafter called The Landowners which expression shall unless excluded by or repugnant to the subject or context shall unless excluded by or repugnant to the context (be deemed to mean and include his/her heirs, executors, administrators, representatives, assigns, etc.) **LAND OWNER of the FIRST PART**

**KRIPA INFRAHEIGHTS PVT. LTD, PAN – AAFCK7278N** Through its Director Mr. Amrendra Kumar Labh Son of Late Ganpati Labh by faith Hindu, by Caste-Kayastha Resident of Road No.-5 Krishnapuri Chutia P.S. Chutia District-Ranchi in the State of Jharkhand (hereinafter called The Developer which expression shall unless excluded by or repugnant to the subject or context shall unless excluded by or repugnant to the context (be deemed to mean and include his/her heirs, executors, administrators, representatives, assigns, etc.) **BUILDER of the SECOND PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

**AND**

Mr./Mrs. \_\_\_\_\_, Aadhar no. \_\_\_\_\_, Son /Daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_, Po- \_\_\_\_\_, Ps- \_\_\_\_\_, Distt- \_\_\_\_\_, State- \_\_\_\_\_. Pincode- \_\_\_\_\_ PAN no. \_\_\_\_\_, Mobile No- \_\_\_\_\_, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted assignees);

The Promoter and Allottee shall hereinafter collectively be referred as the "Parties" and individually as a **"Party" (THIRD PART)**.

**WHEREAS:**

The Land in Schedule 'A' belongs to

(1) SRI OM PRAKASH SINGH Son of Late Doman Singh.

The land under Khata No. 121, Plot No. 115 of village Bargawan, P.S. Namkum, P.S. No. 216, Dist Ranchi

That the above land is registered in the name of Doman Singh, Wald Ghashi Singh, Kaum-Rajput.

That Doman Singh had two sons, 1. Jai Prakash Singh and 2. Om Prakash Singh

That after the death of Doman Singh, both his sons were Occupying and consuming the land peacefully.

That after the death of Jai Prakash Singh, his wife Masomat Kaushalya Devi and Shri Om Prakash Singh divided their land among themselves on 15.04.2010 and have been paying the revenue of their respective share by rejecting the filing of their respective shares.

That the total area of the above mentioned land was 5 acres 26 decimils, 3 acres 11 decimil land was received by Om Prakash Singh the first party.

That there is a Jamabandi in the name of Shri Om Prakash Singh in Namkum area, whose case number-2076/R 27/2018-19 is mentioned in Volume number-8, page number-53 and has been paying revenue on his land. .

That the first party has given 70.53 decimils in the under of 3 acres 11 decimils of land to the second party for development.

That landowner Sri Om Prakash Singh entered into a registered development agreement with builder/developer Kripa Infraheights Pvt. Ltd. through its Director Amrendra Kumar Labh son of Late Ganpati Labh for construction a residential building in aforesaid land vide Development Agreement No. 2794/2492 dated 03/04/2021 which is duly executed before SRO, Ranchi and entered into Book No. BK1, Vol No. 318, Page No. 133 to 210, Year 2021 as per plan sanctioned by RRDA, Ranchi vide Case No. RRDA/BP/0214/2020 known as **"SULOCHNA KRIPA GARDEN"**.

- A. The said land is earmarked for the purpose of building a residential project, comprising residetial apartment building and the said project shall be known as ' (**"SULOCHNA KRIPA GARDEN"**)
- B. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which project is to be constructed have been completed;
- C. The KRIPA INFRAHEIGHTS PVT LTD Through its Director Sri Amrendra Kumar Labh has granted and Approval of building permit the commencement certificate to develop the project vide approval dated 15/03/2021 bearing no.; **RRDA/BP/0214/2020.**

- D.** The promoter has obtained the final layout plan approvals for the project from **Ranchi Regional Development Authority**. The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E.** The promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Ranchi bearing no.; RRDA/BP/0214/2020 on 15/03/2021 under registration.
- F.** The Allottee had applied for an apartment in the project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted **Flat No-** \_\_\_\_\_ having **Super built up Area-** \_\_\_\_\_ carpet area of \_\_\_\_\_ square mtr, **type of** \_\_\_\_\_, on \_\_\_\_\_ **floor** in **Block-** \_\_\_\_\_. (**"SULOCHNA KRIPA GARDEN"**) along with parking no. admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_, as described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**)
- G.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- H.** The said total consideration has been calculated on the basis of super built-up area as detailed in **Part I to Part-III** of the Schedule "C" hereunder written. The certificate of the Architect in respect the super built up area of the unit in Schedule 'B' shall be final and binding on both the Buyer and Builder.
- I.** The said total consideration in Part – I to Part – III of the Schedule 'C' shall be subject to escalation so as to cover the increase in costs of materials and labour during the period of construction and shall be paid by the Buyer before taking possession of the Unit. However escalation upto the maximum of 5% of the basic cost of the said Unit will not be charged.
- J.** The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- K.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws are now willing to enter into this agreement to the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottee hereby agrees to purchase the apartment and the closed parking.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

- 1.1** Subject to the terms and conditions as detailed in this agreement the promoter agrees to sell to the allottee and the allottee hereby agrees to purchase the Flat as specified in Schedule B;
- 1.2** **The total price for the Flat is Rs. \_\_\_\_\_/- (Rupees only)**

**Explanation:**

- (i) The total price above includes the booking amount paid by the allottee to the promoter towards the said the flat.
  - (ii) The total price above exclusive of Govt Tax, GST and others
  - (iii) GST will be payable by the Allottee as per Govt rule described.
  - (iv) Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;
  - (v) The promoter shall periodically intimate to the allottee, the amount payable as states in (i) above and the allottee shall make payment as per Schedule C. In addition, the promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (vi) The total price of apartment or plot includes: proportionate share in the common areas; and parking as provided in the agreement.
- 1.3 The allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.4 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fitting and amenities described therein in respect of the apartment or building, as the case may be without the previous written consent of the allottee. Provided that the promoter may make such minor additions or alterations as may be required by the allottee or such minor changes or alterations as per the provisions of the Act.
- 1.5 The promoter shall confirm the final carpet area that has been allotted to the allottee after the construction of the building is complete and the occupancy certificate\* is granted by the component authority by furnishing details of the changes if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee specified in the rules from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to allottee, the promoter shall demand that from the allottee as per the next milestone of the payment plan.
- 1.6 The allottee shall have the right to the apartment as mentioned below:
- (i) The allottee shall have exclusive ownership of the flat on apartment;
  - (ii) The allottee shall also have undivided proportionate share in the common areas, since the share/interest of allottee in the common areas is in divided and cannot be divided or separated, the allottee shall use the common

areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further the right of the allottee to the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the flat includes recovery of price of land, construction of [not only the apartment but also] the common areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and fire-fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project.

- 1.7 It is made clear by the promoter and the allottee agrees that the apartment along with parking shall be treated as a single indivisible unit for all purpose. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or except for the otherwise purpose of integration of infrastructure for the benefit of the allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the allottees of the project.
- 1.8 The allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the total price of the apartment at the time of application the receipt of which the promoter hereby acknowledges and the allottee hereby agrees to pay the remaining price of the apartment or plot as prescribed in the payment plan Schedule C as may be demanded by the promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate @ 12% specified in the rules.
- 1.9 In case the Buyer has observed and followed all the terms and conditions of this agreement and gives a written notice to cancel this agreement, then in that event the Builder shall cancel this agreement and after deducting 5% of the total consideration amount for the said unit from the amounts received from the Buyer till that date, **refund the balance amount to the Buyer after resale for the said unit to other buyer for such cancellation.** However, the Buyer shall be entitled to exercise this option within a period of six months from the date of this agreement where after this clause shall automatically be deemed to have become inoperative and unenforceable.
- 1.10 Within 15 days of the date of notice given to the Buyer by the Builder, the Buyer shall take possession of the said unit after full payment and / or deposit of all amounts becoming due by the Buyer to the Builder under this agreement.
- 1.11 If even after the 15th day of "the notice to take possession" the Buyer fails to make full payment as aforesaid and take the delivery of possession, the Builder shall be

entitled to terminate this agreement and sell the said unit at the entire risk and cost of the Buyer and the Buyer shall be liable to pay full costs, charges and expenses that may be incurred by the Builder in connection with such sale and interest @ 12% per annum stipulated in clause for above, along with liquidated damages @5% as stipulated in clause 5 above.

- 1.12 After occupation, the Buyer shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Builder. The Buyer shall keep the common area and the compound of the Building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture, etc. in the common spaces, entrances, stair – cases, etc. nor shall use the same or the said unit for any illegal purpose or in the manner which may cause annoyance to the Buyers of the other Units in the Building or the complex.
2. The Buyer shall before occupation of the said Unit maintain with the Builder a deposit calculated @ Rs. 10/- per sq. feet of the demised / super built-up area specified in the Schedule “ C” hereunder as security for the due payment of his proportionate share of outgoings stated herein above. The said deposit shall not carry any interest. The Builder shall provide maintenance services to the buyer till the society is formed. Expenses incurred by the Builder on account of the above shall be deducted from the above deposit and the balance will be handed to the society only.
- 2.1 Same as provided herein, if the Builder is not able to give possession of the said unit to the Buyer on the above account or on account of any reasonable cause the Buyer shall not be entitled to any damages whatsoever, but he shall be entitled to receive back the entire money paid by him to the Builder towards consideration of the said unit together with interest thereon calculated @12% per annum compounded every month from the date of such payment or payments until the date of repayment by the Builder.
- 2.2 The right under this Agreement is transferable and the Buyer shall be entitled to transfer his/her unit as mentioned in Schedule ‘B’ by way of mortgage, sell, lease or other modes on receiving **specific no objection letter from The Builder.**
- 2.3 The Buyer hereby agrees that the Builder shall be entitled to create equitable or any legal mortgage of the land and building in the complex either in full or in part for either obtaining loan for itself from any bank or institution or any third party for the purpose of construction of the said building and / or the said complex or for facilitating and / or arranging loan for the Buyers of the said complex from any bank or financial institution.

### 3. MODE OF PAYMENT:-

Subject to the terms of the agreement and the promoter abiding by the construction milestones, the allottee shall make all payments in demand by promoter within the stipulated time as mentioned in the payment plan through A/c payee cheque/demand draft or online payment in favour of “Kripa Infraheights Pvt Ltd” payable at Ranchi.

#### 4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- 4.1 The allottee if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999, Reserve Bank of India Act and rules and regulations made there under or any statutory amendment (modification(s) made thereof and all other applicable(s) laws including that of payment acquisition/sale/transfer of immovable remittance properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfil its obligations under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act,1999 or other laws as applicable, as amended from time to time.
- 4.2 The promoters accepts no responsibility in this regard. The allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee subsequent to the signing of this agreement it shall be the sole responsibility of the allottee to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the allottee only.

#### 5. TIME IS ESSENCE:-

Time is of essence for the promoter as well as the allottee. The promoter shall abide by the time schedule for completing the project and handing over the apartment to the allottee by **January 1st week of 2024** and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly the allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the order obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in **Schedule C ("Payment Plan")**.

#### 6. CONSTRUCTION OF THE PROJECT OR APARTMENT:-

The allottee has seen the specifications of the apartment and accepted the payment plan, floor plans, layout plans which has been approved by the competent authority, as represented by promoter. The promoter shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this agreement, the promoter undertakes plans approved by the competent to strictly abide by such authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Ranchi Regional Development Authority.

## POSSESSION OF THE APARTMENT:-

- 6.1 The promoter agrees and understands that timely delivery of possession of the apartment or plot is the essence of the agreement. The promoter based on the approved plans specifications, assures and assures hand over possession of the apartment to on **January 1st week of 2024**. Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however the completion of the product is delayed due to the force majeure conditions then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the apartment or plot, provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The allottee agrees and confirms that, in the event it becomes impossible for the promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the promoter shall refund to the allottee the entire amount received by the promoter from the allotment within 45 days from that date. After refund of the money paid by the allottee, allottee agrees that he shall not have any rights, claims etc. against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this agreement.
- 6.2 **Procedure for taking possession:-**The promoter upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the apartment the allottee in terms of this agreement to be taken and the promoter shall give possession of the apartment to the allottee. The promoter agrees and undertakes provisions to indemnify the allottee in case of failure of fulfilment of any of the formalities, documentation on part of the promoter. The allottee agree(s) to pay the maintenance charges as determined by the promoter/association of allottees..
- 6.3 **Failure of allottee to take possession of flat:-** Upon receiving a written intimation from the promoter as per to the allottee shall take possession of the flat from the promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this agreement and the promoter shall give possession of the flat to the allottee. In case the allottee fails to be liable to pay maintenance charges as applicable.
- 6.4 **Cancellation by the allottee:-** The allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee after resale the said flat against such cancellation.
- 6.5 **Compensation:-**The promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a force majeure event if the promoter fails to complete or is unable to give possession of the flat due



to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable on demand to the allottees in case the allottee wishes to withdraw from the project without prejudice to any other remedy available to return the total amount received by him in respect of the apartment specified in the rules including compensation in the manner as provided under the Act.

## **7. EVENTS OF DEFAULTS AND CONSEQUENCES:-**

7.1 Subject to the force majeure clause the promoter shall be considered under a condition of default in the following events:

- (i) Promoters fails to provide ready to move in possession of the apartment the allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

7.2 In case of default by promoter under the conditions listed above allottee is entitled to the following:

- (i) Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter the allottee be required to make the next payment without any penal interest; or
- (ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of the apartment.

7.3 The allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the allottee fails to make payments for consecutive demands made by the promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the rules.
- (ii) In case of default by allottee under the condition listed above continues for a period beyond consecutive months after notice from the promoter in this regard, the promoter shall have right to cancel the allotment of the flat in favour of the allottee and refund the amount money paid to him by the allottee after resale the above said flat. In future, allottee will not able to claim any interest regarding paid amount.

8. **CONVEYANCE OF THE SAID APARTMENT:-** All costs, charges and expenses subject to maximum of Rs. 10,000/- (Rupees Ten Thousand only) in connection with the costs of the preparing, executing and registering of the Agreement or Agreements, conveyance or conveyances, transfer deeds and any other document or documents

required to be executed by the Builder for preparation and approval of such documents shall be borne by the Buyer. The stamp duty, registration charges and other charges, if any, applicable at the time of registry in respect of the said unit shall be borne and paid by the Buyer and that the Builder shall not be liable to contribute anything towards such expenses. Such expected costs, charges and expenses, shall be payable in advance by the Buyer on demand being made by the Builder in this regard. The Buyer shall be solely responsible for registration of his allotted unit with the concerned Registrar / Sub-registrar.

9. The Builder hereby agrees to return all loans and interest thereon, if obtained by the Builder for itself for the purpose of financing the constructions before the final conveyance of the complex to the Buyers of the unit. It is however, agreed by and between the Buyer and the Builder that the Builders shall not be responsible in any manner whatsoever, in respect to the loan or loans arranged for by the Buyer and / or the Buyers of the units as aforesaid for acquiring the same and the Buyer and / or the Buyers alone shall be responsible for the timely repayment of the same.

**10. MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT:-**

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the total price of the apartment as per Schedule C.

11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:-** The promoter or maintenance agency or association of allottees shall have rights of unrestricted access of parking and parking spaces for providing all common areas, parking necessary maintenance services and the allottee agrees to permit the association of allottees and/or maintenance agency to enter into apartment or plot or any part thereof after due notice and during the normal working hours unless the circumstances warrant otherwise with a view to set right and defect.

12. **USAGE:-** Use of basement and service areas: The basement(s) and service areas if any as located within the **SULOCHNA KRIPA GARDEN** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station transformer, DG set rooms underground water tanks pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

**13. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:-**

Subject to clause 12 above, the allottee shall after taking possession be solely responsible to maintain the apartment his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the apartment or plot or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the apartment or plot and keep the apartment or plot its wall and partitions sewers drains pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and

ensure that the support, shelter etc. of the building is not any way damaged or jeopardized. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the building or anywhere on the exterior of the project, building therein or common areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or plot or place any heavy material in the common passages or staircase of the building. The allottee shall also not remove any wall including the outer and load bearing wall of the apartment or plot. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:-**The allottee is entering into this agreement for the allotment of a apartment with the project in full knowledge of all laws, rules, regulations, notifications applicable to the general and this project in particular. That the allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said apartment all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the apartment at his/her own cost.
15. **ADDITIONAL CONSTRUCTIONS:-** The promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.
16. **THE JHARKHAND APARTMENT ACT, 2011:-** The promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Act, 2011. The promoter showing compliance of various laws/regulations as applicable.
17. **BINDING EFFECT:-** Forwarding this agreement to the allottee by the promoter does not create a binding obligation on the part of the of the promoter or the allottee until, firstly, the allottee signs and delivers this agreement with all the scheduled along with the payments due as stipulated in the payment plan within thirty days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the promoter. If the allottee fails to execute and deliver to the promoter this agreement within thirty days from the date of its receipt by the allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter then the promoter shall serve a notice to the allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt by the allottee application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever. After the delivery of possession and / or the date of possession in case any dispute arises due to matters not specifically stipulated in this agreement and also in case of any dispute or

any question arising at any time between the Buyer and any employee of the Builder or any other Buyer or Buyers of the other unit or units, all such matters shall be referred to the arbitration of the Builder or to the nominee or nominees of the Builder. Such arbitration shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be final and binding upon all.

18. **ENTIRE AGREEMENT:-** This agreement along with its schedules constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings any other agreements allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.
19. **RIGHT TO AMEND:-** This agreement may only be amended through written consent of the parties.
20. **WAIVER NOT A LIMITATION TO ENFORCE:-** The promoter may at its sole option and discretion without prejudice to its rights as set out in this agreement waive the breach by the allottee in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be a precedent and / or binding on the promoter to exercise such discretion in the case of other allottees.
21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERED TO IN THE AGREEMENT:-** Wherever in this agreement it is stipulated that the allottee has to make any payment in common with other allottee(s) in project, the same shall be the proportion which the carpet area of the apartment bears to the total carpet area of all the Apartments in the project.
22. **FURTHER ASSURANCES:-** Both parties agree that they shall execute, All other agreement and / or arrangements or letters, assurances written, oral or implied hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.
23. **PLACE OF EXECUTION:-** The execution of this agreement shall be complete only upon its execution by the promoter through its authorized signatory at the promoter's office or at some other place which may be mutually agrees between the promoter and the allottee, after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at office Ranchi SRO.
24. **NOTICES:-** That all notices to be the allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the promoter by registered post at their respective addresses specified below:

Name of Allottee \_\_\_\_\_

Allottee Address \_\_\_\_\_

Promoter name M/s \_\_\_\_\_

Promoter Address \_\_\_\_\_

It shall be the duty of the allottee and the promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the allottee, as the case may be.

25. **JOINT ALLOTEES:-** That in case there are joint allottees all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him/her which shall for all intents and purpose to consider as properly served on all the allottees.
26. **GOVERNING LAW:-** That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
27. **DISPUTE RESOLUTION:-** All or any disputes arising out or touching upon or in relation to the terms and conditions all of agreement, including the interpretation and validity of the terms thereof and the this respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this agreement for sale at Ranchi in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE  
WITHIN NAMED**

Allottee: (including joint buyers)

(1)

Please affix  
photograph and  
sign across the  
photograph

(2)

Please affix  
photograph and  
sign across the  
photograph

At \_\_\_\_ on \_\_\_\_ in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) \_\_\_\_\_  
(Director)

## WITNESSES:

(1) \_\_\_\_\_ Name and address:-  
(Signature)

(2) \_\_\_\_\_ Name and address:-  
(Signature)

**SCHEDULE 'A'**

All the piece and parcel of 70.53 Dismil in R.S. Plot no. 115 Khata No 121 under Situated at Village – Bargawan, P.S. Namkum, Thana No. 216, Ranchi District are butted and bounded as follows:-

North : Community Health Centre  
South : Auxiliary Road  
East : Auxiliary Road  
West : Part of Plot

**SCHEDULE 'B'**

All that Flat No. \_\_\_\_\_ (\_\_\_Bed Room) on \_\_\_\_\_ floor, Block \_\_\_\_\_ having super build up area of \_\_\_\_\_ sq ft. multistoried Building “**SULOCHNA KRIPA GARDEN**”, bounded by:

(a) North Direction :	(b) South Direction :
(c) East Direction :	(d) West Direction :

In “**SULOCHNA KRIPA GARDEN**” having more or less which shall be aggregate of the following:

- (a) Carpet area comprised within the said unit. However, the roof of the said unit be used both as roof of the said unit as well as the floor of the unit or units constructed above it. Similarly the floor of the said units shall be used both as the floor of the said units as well as the roof of the unit or units below it and the roof and the floor of the said roof belong jointly to the Buyer and Buyers of the other units directly above and below the said unit.

- (b) Area of the walls and columns, if any, within and outside the said unit and the wall or walls separating the said unit from the other units on the same floor which shall belong jointly to the Buyer and Buyer or Buyers of the other unit or units and in which case 50% (fifty percent) of the common walls shall be taken into account.
  - (c) Undivided proportionate share in the common space in the multistoried buildings like stair-case and stair-case landings on all the floors, roads, common electrical meter room, common passage and lobby on all floors, common toilet, machine room as well as water pump rooms, community hall, society office in the said complex.
  - (d) After the life of the Building or incase of demolition of the Building all the flat owners shall get the proportionate share of the freehold said land.
1. **ONE** number reserved car parking space (covered) in ground floor / basement.

### **PART - I OF THE SCHEDULE "C" ABOVE REFERRED TO**

1. Consideration for the said flat shall be **Rs** \_\_\_\_\_ /-(**Rs** \_\_\_\_\_)  
**Only.**

### **PART - II SCHEDULE "C" ABOVE REFERRED TO** **PRICE VARIATION ADJUSTMENTS.**

The price as stated in Part I above is based on the steel, cement and other materials and labour cost as on the date of booking and the same is deemed in the case of materials element to be related to the whole sale price index for all commodities and in case of labour element on the basis of daily labour wages of unskilled workers as in case of any variation in price of

(1) Cement (2) Steel (3) Minimum Wages Act (4) index nos. The prices shall be subject to adjustment up or down in accordance with the following formulate:

1. Variation due to steel  

$$VS = 0.70 \frac{P \times K1 \times (S1-S0)}{100 \quad S0}$$
2. Variation due to cement  

$$VC = 0.70 \frac{P \times K2 \times (C1-C0)}{100 \quad C0}$$
3. Variation due to labour  

$$VL = 0.70 \frac{P \times K3 \times (L1-L0)}{100 \quad L0}$$
4. Variation due to other materials

$$VM = 0.70 \frac{P \times K4}{100} \times \frac{(11-10)}{10}$$

$$V = VS + VC + VL + VM$$

WHERE

- V = Total variation of cost payable in Rupees.
- VS = Amount of price variation adjustment due to steel price in Rupees.
- VC = Amount of price variation adjustment due to cement price in Rupees.
- VL = Amount of price variation adjustment due to labour price in Rupees.
- VM = Amount of price variation due to other materials component in Rupees.
- K1 = Percentage of steel components which is considered as 20%
- K2 = Cement components which is considered as 20%.
- K3 = Percentage of labour components which is considered as 30%.
- K4 = Percentage of the balance material component which is considered as 30%.
- P = Pro-rate cost of work during the quarter under consideration.
- S1 = The average price of steel prevailing in the relevant quarter, per M. T.
- S0 = The average basic price of steel considered i.e. Rs. 44,250/- per M. T.
- C1 = The average price of cement prevailing in the relevant quarter
- C0 = The basic price of cement considered i.e. Rs. 265/- per bag.
- L1 = Average daily minimum wages for unskilled workers prevailing in the relevant quarter
- L0 = Basic daily minimum for unskilled workers as on date of booking i.e. Rs. 75/- per day
- 11 = The average index no. of all Indian whole sale price in case of all commodities prevailing during the relevant quarter.
- 10 = The All India whole sale price index for all commodities prevailing at the date of booking
- N.B. = It has been assumed that the total work will be completed in 9 (nine) quarters.



**PART III : OF SCHEDULE “C” ABOVE REFERRED TO**  
**Payment Schedule for SULOCHNA KRIPA GARDEN**

a) Cost on Account of Flat no. ... ( __Bed Room) on ... Floor, Block.....	
b) Cost of the flat (.....Sft).....@ .....	Rs.- .....00
c) Cost of the parking space (4W), Lift, Generator	Rs.- .....00
Lift and Meter Connection	
d) Maintenance deposit Rs. .00/Sft.....	Rs. – .....00
<b>TOTAL: -</b>	<b>Rs.- ..... 00</b>

**Percentage of Total Cost of Flat**

Payment on the Advance with Agreement	(A)	Rs. ....00
Balance		Rs. ... .....00

**BALANCE PAYABLE AS FOLLOWS: Stages of Payment:**

1) On completion of plinth.....	-	20%	Rs. ....00
2) 1 <sup>st</sup> roof casting.....	-	10%	Rs. ....00
3) 2 <sup>st</sup> roof casting.....	-	10%	Rs. ....00
4) 3 <sup>st</sup> roof casting.....	-	10%	Rs. ....00
5) 4 <sup>st</sup> roof casting.....	-	10%	Rs. ....00
6) 5 <sup>th</sup> roof casting.....	-	10%	Rs. ....00
7) At start of brick work.....	-	10%	Rs. ....00
8) On completion of Brick work & plaster.....	-	10%	Rs. ....00
9) At the time of handover.....	-	10%	Rs. ....00
Total	(C)		<b>Rs. ....00</b>
Total Payment			<b>Rs. ....00</b>

*In Word:* \_\_\_\_\_ *only.*

Note: -

- (1) Booking Validity only one month.
- (2) Additional GST applicable as per Govt. Rule.

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